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VALLEY HARVEST, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RACHEL MONTELONGO, et al.,

Plaintiff,

v.

VALLEY HARVEST, LLC, et al.,

Defendants.

Case No. 21-cv-00235-BLF

**STIPULATED DISMISSAL WITH
PREJUDICE**

[FED. R. CIV. P. 41(a)(1)(A)(ii)]

TO THE CLERK OF THE COURT AND HONORABLE BETH LABSON FREEMAN:

Plaintiffs Rachel Montelongo, Andrea Montelongo and Alejandra Montelongo (together, “Plaintiffs”) and Defendants Valley Harvest, LLC (“Valley”) and 360 Espinosa Road II, LLC (“360” and, together with Valley, “Defendants”) (referred to collectively as the “Parties”), by and through their respective attorneys of record, hereby stipulate to the dismissal of this action with prejudice pursuant to Fed. R. Civ. P. Rule 41(a)(1)(A)(ii), which states that a “plaintiff may dismiss an action without court order by filing . . . a stipulation signed by all parties who have appeared.” Thus, a properly filed stipulated dismissal made pursuant to Rule 41(a)(1)(ii) is effective automatically and does not require judicial approval. *Hester Indus., Inc. v. Tyson Foods, Inc.*, 160 F.3d 911, 916 (2d Cir. 1998).

STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiffs filed this action on January 11, 2021. On or about July 20, 2021, the Parties participated in private mediation and thereafter agreed to resolve all controversies to their mutual satisfaction. WHEREFORE, the Parties, through their undersigned attorneys of record, hereby stipulate to dismiss the instant case, with prejudice, pursuant to Rule 41(a)(1)(A)(ii). Each Party shall bear all of her or its own attorneys’ fees and costs in accordance with the terms of the agreement between the Parties. The Clerk of this Court shall close the case file.

IT IS SO STIPULATED.

Dated: October 15, 2021

SEBASTIAN MILLER LAW, P.C.

By: /s/ Sebastian L. Miller
 Sebastian L. Miller
 Attorneys for Plaintiff
 RACHEL MONTELONGO, et al.

1 DATED: October 15, 2021

LITTLER MENDELSON

2
3 By: /s/ Gerardo Hernandez

4 Gerardo Hernandez
Attorney for Defendant
Valley Harvest, LLC

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6 DATED: October 15, 2021

JRG ATTORNEYS AT LAW

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8 By: /s/ Stephan A. Barber

9 Stephan A. Barber
Attorney for Defendant
360 Espinosa Road II, LLC

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13 **ATTORNEY ATTESTATION**

14 I, Sebastian L. Miller, attest that concurrence in the filing of this document has been obtained from
15 any signatories indicated by a “conformed” signature (/s/) within this e-filed document. I declare under
16 penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

17
18 DATED: October 15, 2021

SEBASTIAN MILLER LAW, P.C.

19
20 /s/ Sebastian L. Miller

21 Sebastian L. Miller
Attorneys for Plaintiff
RACHÈL MONTELONGO, et al.